



**ATTACHMENT A**  
State of Louisiana  
Bid Invitation  
Special Terms and Conditions  
Solicitation Number: 3000006231

08/11/2016

**Bid Delivery Instructions for State Procurement:**

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location:

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement  
P O Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the bid by the bid opening date and time.

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement  
Claiborne Building, Suite 2-160  
1201 North Third Street  
Baton Rouge, LA 70802.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with the bid a self-addressed stamped envelope requesting this information.

**\*\*ATTENTION: \*\***

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, please enroll in the proper category in LaGOV at the following website:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

**Terms and Conditions:** This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

**Vendor's Forms:** The purchase/release order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

**Acceptance:** Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

**Substitutes:** Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Procurement or designee.

**Invoices:** Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

**Payment:** Payment will be made on the basis of unit price as listed in this solicitation; such price and payment will constitute full compensation for furnishing and delivering the solicitation commodities. In no case will the state agency refuse to make partial payments to the awarded vendor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to the vendor and address as shown on order.

**Award:** It is the intent of the State of Louisiana to award this bid to a single vendor based on all-or none overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from any single vendor award, to reject any or all bids and to waive informalities.

**Delivery:** Delivery shall be F.O.B. destination. **Delivery is 50 to 60 days ARO.** If the delivery days are greater than 60 days ARO, please specify delivery days: \_\_\_\_\_ARO.

Delivery is of the essence and the State reserves the right to award to that vendor which provides the earliest possible delivery date. The State also reserves the right to reject any and all vendors who cannot make delivery within 50 to 60 days ARO.

At the time of delivery, uniform items will be subjected to examination and inspection by the duly authorized representative(s) before final acceptance. Any costs associated with items received that do not comply with these specifications shall be borne by the successful bidder.

**Vendor List:** The bidder who signs the bid will be designated as Prime Contractor of any contract resulting from this solicitation. If additional Distributor Vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid a list of those additional Authorized Distributors including the complete business address. The Prime Contractor will be responsible for the actions of any Distributor Vendors listed.

**LA Preference:** In accordance with Louisiana revised statutes 39:1595, A preference may be allowed for products manufactured, produced, Grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes \_\_\_\_\_ No \_\_\_\_\_

Specify line number(s): \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_

(Note: if more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? Yes \_\_\_\_\_ no \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? yes \_\_\_\_\_ no \_\_\_\_\_

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

**Contract revisions:** Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor Vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when state Procurement has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required to make such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification by The Office of State Procurement must be honored. Revisions will become effective only upon approval by the Director of State Procurement or Designee. Bidder should include with bid a list of all persons, in addition to the signer of this bid, who are authorized to request revisions to this contract.

**Contractual Period:** The State of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding beyond the anticipated starting date, may result in a change in the contract period. If this situation occurs, an award may be made for less than 12 months.

**Quantities:** This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of (1) one indicates a lack of history on this item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements are more or less than the quantities shown. No quantities are guaranteed.

**Cancellation:** The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

**Non-Exclusivity Clause:** This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**Procurement of United States Products:**

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the Provisions of R.S. 39:1595, each procurement officer, Purchasing Agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? \_\_\_\_\_yes

Specify line number(s): \_\_\_\_\_

Specify location within the United States where this product is manufactured: \_\_\_\_\_

(Note: if more space is required, include on separate sheet)

**Department Approved Equivalent:** The vendor must indicate those items being submitted as an "equivalent" and specify the fabric and color that are being submitted as equivalents to be considered for approval by the Department. Further, complete specifications of garments with the equivalents noted separately should be submitted as a separate attachment to the bid form, or must be submitted within three (3) days of request. Failure of the vendor to provide complete specifications on garments with this information will be cause for the rejection of the vendors bid.

**Samples.**

Two types of samples may be required.

(1). A sample of the item quoted for evaluation purposes of quality, construction, and compliance with the item specifications, to determine the apparent successful bidder. Sample(s) may be requested from bidders who may be in line for award. When requested, sample(s) must be furnished at the vendor's expense and received no later than seven (7) days after request.

(2). A pre-production sample made to exact specifications may be required of the apparent successful bidder. When requested, the pre-production sample must be furnished at the vendor's expense and received at the Office of State Procurement within fourteen (14) days after request.

Samples may be required for all items bid.

Samples are subject to laboratory testing before final acceptance.

\*\*\*\*\*Instructions for Submission and Return of Samples\*\*\*\*\*

Samples are to be delivered to:

Office of State Procurement  
Attn: Connie Spann  
1201 N. Third Street  
Claiborne Building, Suite 2-160  
Baton Rouge, La 70802

Samples are to be furnished at the vendor's expense. Packages should be clearly labeled with the file number and bid opening date. Each individual sample within the package must be clearly labeled with sender's name, manufacturer's brand name and model number, file number, and item number.

Sample of successful bidder will be retained at the central purchasing office for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality and construction of the sample will be rejected and returned at the vendor's expense.

Return of sample(s): any other sample received, if not destroyed in testing may be returned at bidder's expense. Request for return, shipping authorization, and sufficient return postage must be received no later than ten (10) days after bid opening, or commodities shall be disposed of by the State of Louisiana.

**Prices** are to be bid in the unit of measure requested (per roll, per reel, per carton, per gallon etc.). Bid must be submitted on Attachment C Price List. A price for each item must be listed on the Attachment C Price List or the bid will be rejected.

**Packaging and Labeling:** Vendors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers, or those with recycled content.

**Quality level:** All items shall be new, unused, and a currently standard product of an established manufacturer except for such deviations as may be required by each item specification. Items shall have a neat, well-finished appearance and shall be free of all imperfections and/or defects which might affect overall appearance, normal life of serviceability. Products furnished shall be “first” commercial grade, clean and free from tears or holes. Seconds, irregulars, shorts, or run of the mill are not acceptable. There shall be no broken or loose yarn, stitches or seams. Threads shall be trimmed. Hems shall be smooth, straight and uniform, with sufficient under turn and stitching to prevent exposure of ends through normal use and laundering.

**The above quantities** are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

**Minimum Order:** NONE

**Price:** It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of shipment.

**Usage:** Successful vendor is to keep a record of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The usage report is to include the person’s name who compiled the report and their contact information; a summary by the line item with quantity purchased; total value of each line item; summary of the total dollar volume of the entire contract; and be itemized by the purchase order number. The State reserves the right to terminate the contract. The usage report should be submitted in Excel format (a sample will be send to the successful vendor) or an equivalent format approved by the Office of State Procurement.

If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

**In an effort to increase efficiencies and effectiveness** as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the electronic vendor payment solution (EVP) or electronic funds transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

#### **LaCarte**

The LaCarte procurement card uses a visa card platform. Vendors receive payment from state agencies using the card in the same manner as other visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts: Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

## **EVP**

EVP method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

## **EFT**

EFT payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept automated clearing house (ach) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/erp/pdfs/lagov%20ap-03%20-%20eft%20vendor%20enrollment%20form.pdf> and <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for Payment Type Chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address and phone number of authorized individual

**Scope of Contract:** Submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing below, terms and conditions which may be included in your bid are nullified and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

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Bidder's Signature

**ALL SPECIFICATIONS:** All specifications have been provided to establish a minimum quality standard. Any brand names or specific processes are not intended to restrict competition but to provide prospective vendors with the standards that are expected by the Agency.

**Bidders should also submit** with their bid, evidence (dated manufacturer's catalogs, website link or similar) that the items are currently a commercial in-stock style, or must be submitted within three (3) days of request.